

Export-Import Bank of the Republic of China,
Plaintiff,
vs.
Republique du Niger,
Defendant.

This stipulation (the “Stipulation”) is made effective February 23, 2015, by and between the Export-Import Bank of the Republic of China (“Ex-Im Bank”) and Exelon Generation Company, LLC (“Exelon”).

WHEREAS, Exelon Generation was contractually obligated to, and intended to, make a payment of \$ 23,660,000 USD by February 15, 2015, to the Societe de Patrimoine des Mines du Niger (“SOPAMIN”) for a delivery of uranium received from SOPAMIN on January 15, 2015, pursuant to an agreement between Exelon and SOPAMIN (the “Payment”);

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notice of the order from making or permitting the transfer of any payment due or coming due from Exelon to SOPAMIN or Niger, and (2) directing Niger to appear to show cause why a restraining notice should not issue (the "Motion");

WHEREAS, Exelon and SOPAMIN, as third parties, filed briefs in opposition of Ex-Im Bank's Motion (the "Oppositions");

WHEREAS, hearings on Ex-Im Bank's Motion were held before the Honorable Judge Andrew L. Carter, Jr. on February ~~12~~¹¹, 17, and 20, 2015;

WHEREAS, Ex-Im Bank's Motion has been adjourned and continued until May ~~22~~²⁶, 2015;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys for Ex-Im Bank and Exelon that:

1. As partial payment of the Payment, Exelon shall make a payment of \$18,232,076 USD to SOPAMIN in satisfaction of that same amount of the total of the Payment.
2. Exelon shall not make payment to SOPAMIN of the remaining \$5,427,924 of the total Payment ("Remaining Payment") until the earlier of: (a) agreement by and between Ex-Im Bank, SOPAMIN, and Exelon that Exelon shall make the Remaining Payment to SOPAMIN; (b) an order by this Court that Ex-Im Bank cannot restrain Exelon from making the Remaining Payment to SOPAMIN; PROVIDED HOWEVER that if neither of the foregoing conditions occur before May 22, 2015, Ex-Im Bank, Exelon, and any interested parties shall appear before the Court on that date, unless extended by the Court, for a determination of Ex-Im Bank's adjourned Motion.
3. Exelon and the Ex-Im Bank preserve and do not waive any of the objections or arguments filed in their briefs in this proceeding.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Stipulation to be duly executed.

Dated: February 23, 2015

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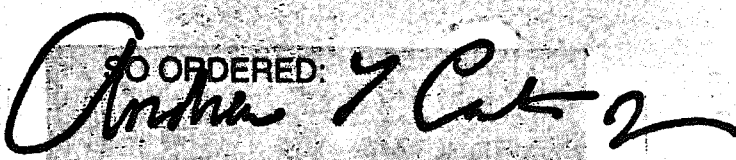
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SO ORDERED:
HON. ANDREW L. CARTER, JR.
UNITED STATES DISTRICT JUDGE
February 23, 2015